

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*  
BPO NO: 001B5400299 PRINT DATE: 12/23/14 PAGE: 01

<b>SHIP TO:</b>  AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> 1510381749 HERTRICH FLEET SERVICES INC 1123 INDUSTRIAL PKWY  DENTON, MD 21629 (800 ) 698-9825		<b>REFER QUESTIONS TO:</b>  CLYDE WALKER (410 ) 767-3039 CLYDE.WALKER1@MARYLAND.GOV
<b>ITB:</b> 001IT819613	<b>EXPR DATE:</b> 12/24/15 <b>POST DATE:</b> 12/23/14	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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STATEWIDE CONTRACT  
FOR  
LIGHT DUTY TRUCKS - MODEL YEAR 2015  
\*\*\*\*\*

PLEASE NOTE THAT THIS CONTRACT COVERS VEHICLE TYPE 6C-1 WITH VARIOUS OPTIONS EXCEPT THE OPTION FOR EXTENDED CAB WITH LONG BED. PLEASE USE BPO # 001B5400289 IF VEHICLE TYPE 6C-1 WITH THIS OPTION IS NEEDED.

VEHICLE TYPE 5L (COMPACT ELECTRIC PICK-UP TRUCK) AND TYPE 6H (HYBRID 1/2 TON PICK-UP TRUCK) HAVE NOT BEEN AWARDED AND SO ARE NOT AVAILABLE FOR 2015. NO BIDS WERE RECEIVED FOR THESE VEHICLE TYPES. THE STATE WILL NOT RE-BID THESE TYPES FOR 2015.

VENDOR : HERTRICH FLEET SERVICES, INC.

VENDOR CONTACTS: CHRIS WILDER OR SUSAN HICKEY  
CWILDER@HERTRICHFLEET.COM  
SHICKEY@HERTRICHFLEET.COM

VENDOR PHONE : 302-422-3300 OR 800-698-9825

TERM OF CONTRACT: 12/23/2014 - 12/24/2015

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### TERMS (cont'd):

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). HERTRICH FLEET SERVICES MUST NOTIFY THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

DELIVERY: PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.

CONTRACT SUBJECT TO ALL STATE OF MARYLAND FLEET CONDITIONS

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

VENDOR WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

NO TRADE-INS ARE INVOLVED. HERTRICH FLEET SERVICES. WILL, HOWEVER, BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE STATE VEHICLE BEING REPLACED TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR MARYLAND TEMPORARY TAGS WHICHEVER IS APPLICABLE.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

A USAGE REPORT SHALL BE FURNISHED BY HERTRICH FLEET SERVICES

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### TERMS (cont'd):

90 DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE CONTRACTOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES

#### ELECTRONIC PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE SENT VIA E-MAIL TO THE PROCUREMENT OFFICER AT CLYDE.WALKER1@MARYLAND.GOV AS WELL AS TO AWAWU SALAKO VIA E-MAIL AT AWAWU.SALAKO@MARYLAND.GOV
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;

(I) RECEIVES STATE MONEY; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE

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### TERMS (cont'd):

#### INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:  
OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATING THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE

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### TERMS (cont'd):

BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE  
CONTACT DEWANA DANIEL AL-MATEEN AT 410-767-4024.  
E-MAIL AT DEWANA.AL-MATEEN@MARYLAND.GOV

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED  
AT \$797,130.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM  
GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY  
AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL  
BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED"  
BASIS.

CONTRACT ACCEPTANCE: THIS BLANKET PURCHASE ORDER (BPO) ISSUED AS A  
RESULT OF THE INVITATION TO BID (ITB #001IT819613) AND ANY SUBSEQUENT  
AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR  
BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND  
SPECIFICATIONS ISSUED WITH THE ITB (#001IT819613) AND ARE  
INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	07048-06C000	EA	18,477.0000

THIS IS VEHICLE TYPE 6C-1, NOT TYPE 6C.

VEHICLE TYPE 6-C-1 FLEX FUELD 1/2 TON PICK UP TRUCK (E-85) ETHANOL

LINE # 009 OF EMM BID: \$18,477.00  
CHEVROLET SILVERADO WT CC15903V6 1% DISCOUNT ON OTHER OPTIONS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0002	07048-06C101	EA	3,375.0000

THIS IS VEHICLE TYPE 6C-1, NOT TYPE 6C.

VEHICLE OPTION - FOUR WHEEL DRIVE FOR TYPE 6C-1.  
CK15903V6      \$3,375.00

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0003	07048-06C410	EA	2,850.0000
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THIS IS FOR VEHICLE TYPE 6C-1, NOT TYPE 6C.

VEHICLE OPTION - TYPE 6C-1, EXTENDED CAB WITH SHORT BED.  
CC15753V6      \$2,850.00

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0004	07048-06C410	EA	
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VEHICLE OPTION - TYPE 6C-1, EXTENDED CAB WITH LONG BED

THIS OPTION IS NOT AVAILABLE. IF THIS OPTION IS NEEDED PLEASE USE  
BPO # 001B5400289.

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0005	07048-06C925	EA	375.0000
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VEHICLE OPTION: TOWING PKG, CLASS III W/HITCH, WIRING, NO PLUG, FACTORY  
INSTALLED, TYPE 6C

VEHICLE OPTION - TYPE 6C-1, TOWING PACKAGE, CLASS III WITH HITCH,  
WIRING, NO PLUG, FACTRY INSTALLED

THIS OPTION IS FOR VEHICLE TYPE 6C-1, NOT TYPE 6C.

MODEL Z82      \$375.00

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0006	07048-06C925	EA	610.0000
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VEHICLE, TYPE 6C-1 POWER PACKAGE - POWER WINDOWS AND DOOR LOCKS -  
OPTIION 85A.

THIS OPTION IS FOR VEHICLE TYPE 6C-1, TYPE 6C.

MODEL PCR \$610.00

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0007	07048-070000	EA	20,587.0000
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VEHICLE, TYPE 7 3/4 TON PICK-UP TRUCK

VEHICLE, TYPE 7 - 3/4 TON PICK-UP TRUCK

LINE # 017 ON EMM BID:FORD F250 F2A 1% DISCOUNT ON OTHER OPTIONS  
\$20,587.00

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0008	07048-070101	EA	2,950.0000
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VEHICLE OPTION - TYPE 7, FOUR WHEEL DRIVE FOR REGULAR CAB TRUCK

4WD MODEL F2B \$2,950.00

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0009	07048-070101	EA	2,950.0000
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VEHICLE OPTION: 4 WHEEL DRIVE, TYPE 7

VEHICLE OPTION, TYPE 7 - FOUR (4) WHEEL DRIVE FOR EXTENDED CAB TRUCK  
(4WD PRICE ONLY - DO NOT INCLUDE PRICE OF CAB IN THIS OPTION PRICE)

MODEL X2B \$2,950.00

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0010	07048-070201	EA	7,425.0000
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VEHICLE OPTION: ENGINE, DIESEL, TYPE 7

VEHICLE OPTION - TYPE 7, DIESEL ENGINE

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MODEL 99T \$7,425.00

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0011	07048-070410	EA	2,790.0000
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VEHICLE OPTION - TYPE 7, EXTENDED CAB WITH SHORT BED

MODEL X2A-142 \$2,970.00

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0012	07048-070410	EA	2,990.0000
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VEHICLE OPTION: EXTENDED CAB, TYPE 7.

VEHICLE OPTION - TYPE 7 - EXTENDED CAB WITH LONG BED

MODEL X2A-158 \$2,990.00

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0013	07048-070430	EA	4,595.0000
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VEHICLE OPTION - TYPE 7, UTILITY BODY WITH LOCKING DEVICE FOR  
REGULAR CAB. SPECIFY MAKE AND MODEL FOR UTILITY BODY OFFERED IN THE  
COMMENT SECTION OF THE BID RESPONSE

KNAPHEIDE 696J WITH MASTER LOCK \$4,595.00

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0014	07048-070925	EA	
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VEHICLE OPTION - TYPE 7, TOWING PACKAGE, CLASS III WITH HITCH,  
WIRING, NO PLUG, FACTORY INSTALLED

STANDARD - NO CHARGE ON TRUCK. FOR SERVICE BODY ADD \$295



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0015	07048-070950	EA	3,895.0000
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VEHICLE OPTION: SNOWPLOW, 7.5 FT, REVERSIBLE W/AUX LIGHTING, TYPE 7

VEHICLE OPTION - TYPE 7, SNOW PLOW COMMERCIAL/SUPER-DUTY SNOWPLOW, 8-FOOT REVERSIBLE WITH AUXILIARY LIGHTING; 29" MINIMUM BLADE HEIGHT; 11 GA. STEEL MOLDBOARD WITH 7 VERTICAL/2 DIAGONAL OR REINFORCED RIBS; 4 TRIP SPRINGS; MINIMUM 1 SHOCK ABSORBER. PRICE MUST INCLUDE ALL REQUIRED CONTROLLERS, BRACKETS, HARDWARE, ETC. FOR INSTALLATION AND MUST BE INSTALLED ON TRUCK AT TIME OF DELIVERY. NO ADDITIONAL CHARGES WILL BE ALLOWED

MEYER LOT PRO COMMERCIAL 7.5'. INCLUDES OEM SNOW PLOW PREP PKG.  
\$3,895.00

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0016	07048-070950	EA	3,895.0000
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VEHICLE OPTION: SNOWPLOW, 7.5 FT, REVERSIBLE W/AUX LIGHTING, TYPE 7

VEHICLE OPTION - TYPE 7, SNOW PLOW, COMMERCIAL, 7.5 FOOT REVERSIBLE HEAVY DUTY WITH AUXILIARY LIGHTING. PRICE MUST INCLUDE ALL REQUIRED BRACKETS, HARDWARE, ETC. FOR INSTALLATION AND MUST BE INSTALLED ON TRUCK AT TIME OF DELIVERY. NO ADDITIONAL CHARGES WILL BE ALLOWED. SPECIFY MAKE AND MODEL FOR PLOW OFFERED IN THE COMMENT SECTION OF THE BID RESPONSE

MEYER LOT PRO COMMERCIAL 7.5'. INCLUDES OEM SNOW PLOW PREP PACKAGE  
\$3,895.00

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0017	07048-080000	EA	21,783.0000
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VEHICLE, TYPE 8, 1 TON PICKUP WITH REGULAR CAB

VEHICLE, TYPE 8 - ONE (1) TON PICKUP TRUCK WITH REGULAR CAB PER THE ATTACHED STATE OF MARYLAND SPECIFICATIONS ON EMARYLAND MARKETPLACE BID # MDDGS31015987.

FORD F350 F3A 1% DISCOUNT ON OTHER OPTIONS  
\$21,783.00

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0018	07048-080430	EA	4,595.0000
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VEHICLE OPTION: UTILITY BODY WITH LOCKING DEVICE, TYPE 8

VEHICLE OPTION - TYPE 8, UTILITY BODY WITH MASTER LOCKING DEVICE FOR  
REGULAR CAB. EXAMPLE: KNAPHEIDE 696J WITH MASTER LOCK.

KNAPHEIDE 696J WITH MASTER LOCK      \$4,595.00

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0019	07048-080101	EA	2,950.0000
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VEHICLE OPTION: 4 WHEEL DRIVE, TYPE 8

VEHICLE OPTION - TYPE 8, FOUR WHEEL DRIVE

MODEL F2B      \$2,950.00

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0020	07048-080201	EA	7,425.0000
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VEHICLE OPTION: ENGINE, DIESEL, TYPE 8

VEHICLE OPTION - TYPE 8, DIESEL ENGINE

MODEL 99T      \$7,425.00

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0021	07048-081925	EA	
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VEHICLE OPTION: TOWING PKG, CLASS III W/HITCH, WIRING, NO PLUG, TYPE 8-1

THIS OPTION IS FOR VEHICLE TYPE 8, NOT 8-1.

VEHICLE OPTION - TYPE 8, TOWING PACKAGE CLASS III WITH HITCH, WIRING,  
NO PLUG, FACTORY INSTALLED.

STANDARD ON TRUCK. FOR SERVICE BODY ADD \$295

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0022	07048-080950	EA	3,895.0000
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VEHICLE OPTION: SNOWPLOW, 7.5 FT, REVERSIBLE W/AUX LIGHTING, TYPE 8

VEHICLE OPTION - TYPE 8, SNOW PLOW, 7.5 FOOT REVERSIBLE WITH AUXILIARY LIGHTING. PRICE MUST INCLUDE ALL REQUIRED BRACKETS.

MEYER LOT PRO COMMERCIAL 7.5'. INCLUDES OEM SNOW PLOW PREP PACKAGE  
\$3,895.00

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0023	07048-080950	EA	4,290.0000
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VEHICLE OPTION: SNOWPLOW, 7.5 FT, REVERSIBLE W/AUX LIGHTING, TYPE 8

THIS OPTION IS AN 8-FOOT SNOW PLOW FOR TYPE 8.

VEHICLE OPTION - TYPE 8, SNOW PLOW, COMMERCIAL/SUPER-DUTY SNOWPLOW, 8-FOOT REVERSIBLE WITH AUXILIARY LIGHTING; 29" BLADE

BOSS SUPER DUTY COMMERCIAL 8'. INCLUDES OEM SNOW PLOW PREP PACKAGE  
\$4,290.00

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END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_

\_\_\_\_\_  
BUYER AUTHORIZED DESIGNEE

DATE: \_\_\_\_\_